

ORIGINAL

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Canadian National (formerly Wisconsin Central Ltd.), the Village of Mundelein, the County of Lake, and the State of Illinois, Department of Transportation.

RECEIVED
OCT 16 2003

Illinois Commerce Commission
RAIL SAFETY SECTION

Stipulated Agreement regarding the installation of an Automated Horn System (AHS system) at the crossings for the Company's track with public highways known as Butterfield Road, Illinois Rte. 60 (IL 60), Allanson Road, Hawley Street, Park Street, Maple Street (IL Rte. 176), Dunbar Road, Winchester Road, and Peterson Road, located in/near the Village of Mundelein, Lake County, Illinois designated as crossings AAR/DOT 689 698N, milepost 37.37M; AAR/DOT 689 699V, milepost 37.50M; AAR/DOT 689 701U, milepost 38.65M; AAR/DOT 689 703H, milepost 39.80M; AAR/DOT 689 704P, milepost 39.94M; AAR/DOT 689 705W, milepost 40.10M; AAR/DOT 689 707K, milepost 40.85M; AAR/DOT 689 709Y, milepost 41.78M; and AAR/DOT 689 710G, milepost 42.38M, respectively.

T01-0029

SUPPLEMENTAL PETITION FOR AN ORDER DIRECTING
THE CANADIAN NATIONAL TO COMPLY WITH THE STIPULATED
AGREEMENT, DATED MARCH 19, 2001 AND THE
INTERIM ORDER ENTERED APRIL 25, 2001 AND FOR OTHER RELIEF

Now comes Petitioner, Village of Mundelein (the "VILLAGE"), and petitions the Illinois Commerce Commission (the "COMMISSION") for the relief prayed for herein. In support of its petition, the VILLAGE states as follows:

1. Canadian National ("CN") (formerly Wisconsin Central Ltd.) is a rail carrier operating in Illinois and is a rail carrier within the meaning of the Illinois Commercial Transportation Law.
2. The Illinois Department of Transportation ("IDOT") is an agency of the State of Illinois and is subject to the jurisdiction of the COMMISSION.
3. Lake County is a political subdivision within the State of Illinois and is subject to the jurisdiction of the COMMISSION.
4. The Village of Mundelein ("VILLAGE") is a political subdivision within the State of Illinois and is subject to the jurisdiction of the COMMISSION.
5. CN owns and operates a main line of railroad through Cook County continuing into Lake County and to the Wisconsin border. This main line carries Canadian National trains and Metra

DOCKETED

OCT 17 2003

trains. This main line passes through the Villages of Mundelein, Libertyville, Vernon Hills and unincorporated Lake County.

6. On April 25, 2001, the COMMISSION entered an interim order in this docket (the "INTERIM ORDER") directing that the Wisconsin Central Ltd. (now the CN) install automated horns (to provide warning to motorists of approaching trains) at nine at-grade rail-highway crossings in and around the Village of Mundelein. The INTERIM ORDER is incorporated herein by reference.

7. The INTERIM ORDER incorporated a stipulated agreement, dated March 19, 2001, between the COMMISSION, IDOT, the Wisconsin Central Ltd., (now the CN) the VILLAGE and the County of Lake in which, among other things, Wisconsin Central Ltd., (now the CN) agreed to the following:

"The Company (Wisconsin Central Ltd.) shall issue a bulletin to its train crews advising of the automated horn system installed at the nine crossings in/near Mundelein instructing the train crews that it is not necessary to sound train horn warnings unless the strobe light is not visible or they perceive an imminent emergency at any of the aforesaid crossings."

8. Wisconsin Central Ltd. (now the CN) also entered into a license agreement with the VILLAGE, dated April 3, 2001, in which Wisconsin Central Ltd. (now the CN) granted the VILLAGE a license to maintain the automated horn system at the nine crossings. The license agreement remains in effect for so long as the VILLAGE has maintenance responsibility for the automated horn system at the nine crossings and there continues to be a need for such maintenance. A copy of said license agreement is attached hereto and made a part hereof as Exhibit A. The VILLAGE has complied with all its obligations under said license agreement and it remains in full force and effect.

9. The VILLAGE entered into an agreement with Railroad Controls Limited, dated April 17, 2001, under which the VILLAGE retained Railroad Controls Limited to provide monthly maintenance services on the automated horn systems at the nine crossings. A copy of said agreement is attached hereto and made a part hereof as Exhibit B. Said agreement had a one-year term but has been extended on a month-to-month basis by agreement of the parties. The VILLAGE has complied with all its obligations under said agreement which has now been replaced by a new three year agreement, dated September 22, 2003, as is more fully set forth in paragraph 28 hereof.

10. The VILLAGE also retained the Northwestern University Center for Public Safety to conduct an evaluation study of the effectiveness of the automated horn system at the nine crossings.

11. The automated horn system was installed at the nine crossings and became operational in April, 2002. The cost of over \$500,000 was jointly paid by the COMMISSION, IDOT, a federal grant, and the VILLAGE and the Villages of Libertyville and Vernon Hills, the County of Lake, Wisconsin Central Ltd., (now the CN) Railroad Controls Ltd., and Metra.

12. The evaluation study on the effectiveness of the automated horn system has been completed by the Northwestern University Center for Public Safety. Upon the completion of the evaluation study, the final report was distributed in January, 2003 to the COMMISSION, the Federal Railroad Association, the Volpe National Transportation Systems Center, IDOT, the VILLAGE, the Villages of Libertyville and Vernon Hills and the County of Lake.

13. The conclusion of the Northwestern University Center for Public Safety study, as stated in its executive summary, was "the wayside horn significantly reduces highway-rail crossing violations." And that, "it accomplishes this task while improving the quality of life for nearby residents."

14. Based upon the results of the study and quarterly reports submitted by the VILLAGE, the VILLAGE is of the opinion that the automated horn system has been proven to be an effective and reliable alternative to the need for train crews to sound train horn warnings when approaching public highway/rail grade crossings.

15. The VILLAGE has complied with all the requirements as set forth in said INTERIM ORDER, dated April 25, 2001, specifically monthly reports on the operations of the automated horn system have been properly and timely filed with the railroad section staff, quarterly meetings of the parties have been held to discuss operations and the evaluation study of the effectiveness of the automated horn system has been completed by the Northwestern University Center for Public Safety.

16. On March 20, 2003, the VILLAGE filed its supplemental petition with the COMMISSION requesting a six (6) month extension of time to allow the VILLAGE to explore the options available for long-term maintenance of the automated horn system.

17. On April 23, 2003, the COMMISSION entered a Fifth Supplemental Interim Order granting the VILLAGE an extension for six (6) months to and including October 25, 2003 within which to find and hire a long-term maintainer for the automated horn system at the nine crossings. Said Fifth Supplemental Interim Order provided that the COMMISSIONS's Rail Safety Section Staff has the authority to approve the long-term maintainer hired by the VILLAGE and the long-term maintainer must be trained in railroad signal maintenance.

18. Notwithstanding the success of the automated horn system and the relief it has allowed the citizens of the VILLAGE, the Villages of Libertyville, Vernon Hills and unincorporated Lake County from the noise of horns from passing trains, CN elected to ignore the automated horn system and disregard the stipulated agreement, dated March 19, 2001, and the INTERIM ORDER entered April 25, 2001, and informed the VILLAGE that it had directed its train crews to commence blowing train horns at the nine crossings on April 25, 2003, unless, among other things, the VILLAGE agreed to non-suit all current blocked crossing citations and agree to not issue citations in the future for blocked crossings of 35 minutes or less.

19. The VILLAGE advised the CN that it would be willing to compromise any prior citations, but it could not allow trains to block crossing for up to 35 minutes and that it could not

ignore the Illinois Statute with respect to blocked train crossings. The applicable Illinois Statute provides that it is unlawful for a rail carrier to permit any train, railroad car or engine to obstruct public travel at a railroad highway grade crossing for a period in excess of 10 minutes, except where such train or railroad car is continuously moving or cannot be moved by reason of circumstances over which the rail carrier has no reasonable control (625 ILCS 5/18C-7402(b)).

20. The CN withdrew its direction to its train crews to commence blowing train horns at the nine crossings on April 25, 2003.

21. However, the CN has continued to threaten the Village with blowing train horns at the nine crossings if the VILLAGE did not agree to its demands with respect to pending and future citations for blocked crossings. In a letter, dated July 2, 2003, to Mike Flynn of the VILLAGE from Michael J. Barron, Jr., CN counsel, Mr. Barron states that "If no agreement can be reached, CN shall resume the sounding of train horns at the nine crossings in and around Mundelein." A copy of the above letter is attached hereto and made a part hereof as Exhibit C.

22. A copy of the pending blocked crossing citations which the CN demands that the VILLAGE agree to non-suit is attached hereto and made a part hereof as Exhibit D. They cover a period from October 19, 2002 to and including September 2, 2003 and total 49 citations with blockages ranging up to 98 minutes.

23. In a letter, dated August 26, 2003, to Mike Flynn of the VILLAGE from Michael J. Barron, Jr., CN counsel, Mr. Barron continued to demand that the VILLAGE agree to non-suit all current blocked crossing citations. However, the CN has now changed its demand with respect to the issuance of future citations and the CN is now demanding that the VILLAGE agree to not issue "new citations until we determine the enforceability of 625 ILCS 5/18C-7402(b)." A copy of the above letter is attached hereto and made a part hereof as Exhibit E.

24. In a letter, dated September 18, 2003, to Mike Flynn of the VILLAGE from Michael J. Barron, Jr., CN counsel, Mr. Barron continued to demand that "the Village forbear from issuing new citations until we determine the enforceability of 625 ILCS 5/18C-7402(b)."

A copy of the above letter is attached hereto and made a part hereof as Exhibit F.

25. The CN has had nearly one-year (since October 19, 2002 which is the date of the earliest of the pending citations) to challenge the enforceability of the Illinois statute but has not done so. The CN is free to challenge the enforceability of the Illinois Statute now or at any time in the future.

26. However, to demand that the VILLAGE agree to non-suit the 49 pending citations and agree to not issue new citations for blocked crossings until the CN determines the enforceability of the Illinois statute is patently unreasonable, intended to be coercive and indicates a complete lack of good faith, particularly when the CN continues to threaten the VILLAGE with a direction to its train crews to commence blowing train horns at the nine crossings if the VILLAGE does not agree to the CN's demands.

27. The CN's continued threat to direct its train crews to commence blowing train horns at the nine crossings if the VILLAGE does not agree to non-suit the 49 pending citations for blocked crossings and agree to not issue new citations for blocked crossings until the CN determines the enforceability of the Illinois statute is in violation of the CN's obligations under the stipulated agreement, dated March 19, 2001 and the INTERIM ORDER entered April 25, 2001 as is more fully set forth in paragraph 7 above.

28. The VILLAGE has complied with the COMMISSION's Fifth Supplemental Interim Order entered on April 23, 2003 and has entered into a new three-year agreement with Railroad Controls Limited, dated September 22, 2003, in which the VILLAGE has retained Railroad Controls Limited to continue providing monthly maintenance services on the automated horn systems at the nine crossings.

A copy of the above agreement is attached hereto and made a part hereof as Exhibit G.

29. Railroad Controls Limited is trained in railroad safety maintenance and has been maintaining the automated horn system at the nine crossings since their installation.

30. The VILLAGE has submitted a true and correct copy of the Agreement with Railroad Controls Limited, dated September 22, 2003, to the COMMISSIONS's Rail Safety Section Staff for its approval. A copy of the letter of transmittal is attached hereto and made a part hereof as Exhibit H.

31. On September 29, 2003, the VILLAGE filed its supplemental petition with the COMMISSION (a) advising that it has complied with the COMMISSION'S Fifth Supplemental Interim Order, entered on April 23, 2003, and has entered into a new three-year agreement with Railroad Controls Limited, dated September 22, 2003, in which it has retained Railroad Controls Limited to continue providing monthly maintenance services on the automated horn systems at the nine crossings and (b) requesting that an order be entered approving the automated horn system and appurtenances at the nine crossings as a railroad crossing safety device and directing that they remain in place permanently subject to action by the Federal Railroad Association.

32. By letter dated October 10, 2003, to Michael Flynn of the VILLAGE from Michael J. Barron, Jr., CN Counsel, Mr. Barron stated that, in the absence of an acceptable accommodation between the VILLAGE and CN on crossing closures or on the grade obstruction issue, CN will resume the regular sounding of train horns in Mundelein at the conclusion of the study period on October 25, 2003. A copy of the above letter is attached hereto and made a part hereof as Exhibit I and a copy of the VILLAGE'S response thereto is attached hereto and made a part hereof as Exhibit J.

WHEREFORE, Petitioner, Village of Mundelein, respectfully requests that the Commission take action on this Petition prior to October 25, 2003 and:

- (a) Enter an order directing the Canadian National to file a written response to this Petition and set this matter for a public hearing at a time and place to be determined by the Commission; and
- (b) Enter an order directing the Canadian National to comply with its obligations under the stipulated agreement, dated March 19, 2001 and the Interim Order entered April 25, 2001; and
- (c) Enter an order directing the Canadian National to continue issuing a bulletin to its train crews advising of the automated horn systems installed at the nine crossings and instructing the train crews that it is not necessary to sound train horn warnings unless the strobe light is not visible or they perceive an imminent emergency at any of the aforesaid crossings; and
- (d) Provide such other and further relief as the COMMISSION deems just and appropriate.

Dated at Chicago, Illinois this 14 day of October, 2003.

Respectfully submitted,

VILLAGE OF MUNDELEIN

By: Charles F. Marino

Charles F. Marino

Attorney for the Village of Mundelein

100 W. Monroe Street

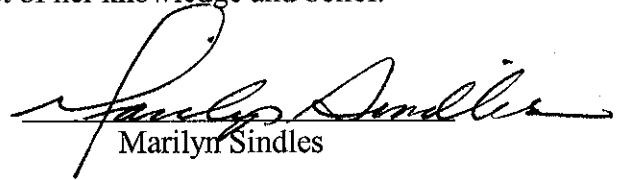
Suite 902

Chicago, Illinois 60603

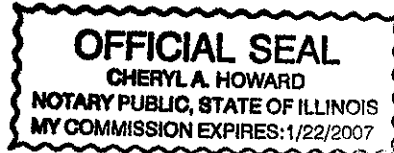
Atty.Reg.No.1765744

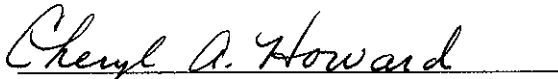
VERIFICATION

MARILYN SINDLES, being first duly sworn under oath, deposes and states that she is President of the Village of Mundelein, and that she has read the foregoing Petition of the Village of Mundelein, and that the contents thereof are true and correct to the best of her knowledge and belief.


Marilyn Sindles

SUBSCRIBED and SWORN to
before me this 14th day of
October, 2003




Notary Public

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Canadian National (formerly Wisconsin Central Ltd.), the Village of Mundelein, :
the County of Lake, and the State of Illinois, Department of Transportation. :

Stipulated Agreement regarding the installation of an Automated Horn System :
(AHS System) at the crossings of the Company's track with public highways :
known as Butterfield Road, Illinois Rte. 60 (IL 60), Allanson Road, Hawley : T01-0029
Street, Park Street, Maple Street (IL Rte. 176), Dunbar Road, Winchester Road, :
and Peterson Road, located in/near the Village of Mundelein, Lake County, :
Illinois, designated as crossings AAR/DOT 689 698N milepost 37.37M; :
AAR/DOT 689 699V; milepost 37.50M; AAR/DOT 689 701U, milepost 38.65M; :
AAR/DOT 689 703H, milepost 39.80; AAR/DOT 689 704P, milepost 39.94M; :
AAR/DOT 689 705W, milepost 40.10M; AAR/DOT 689 707K, milepost :
40.85M; AAR/DOT 689 709Y, milepost 41.78; AAR/DOT 689 710G, milepost :
42.38M, respectively. :

NOTICE OF FILING

Mr. Edward R. Gower
Chief Counsel
Illinois Department of Transportation
2300 S. Dirksen Pkwy., Room 300
Springfield, IL 62764

Mr. Ken Marabella
Village Administrator
Village of Mundelein
440 E. Hawley Street
Mundelein, IL 60060

Mr. Robert Berry
Railroad Safety Specialist
Illinois Commerce Commission
527 E. Capital Avenue
Springfield, IL 62701

Mr. Dusty Powell
Division of Transportation
Lake County
600 W. Winchester Road
Libertyville, IL 60048/1381

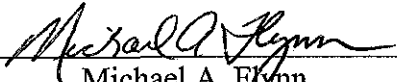
Mr. Kevin Bowens
Village Administrator
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Mr. Michael S. Allison
Village Manager
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

Michael J. Barron, Jr.
Canadian National
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5317

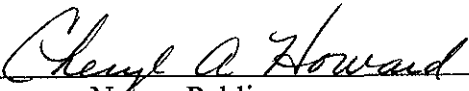
PROOF OF SERVICE

MICHAEL A. FLYNN, being first duly sworn, under oath, deposes and states that on behalf of Petitioner, he served the foregoing Supplemental Petition upon the respondents made party to this proceeding by enclosing copies of the Petition in envelopes addressed to those parties as set forth below, postage prepaid, and depositing the envelopes in the United States Mail at 435 East Hawley Street, Mundelein, Illinois on the 14 day of October 2003.


Michael A. Flynn

SUBSCRIBED and SWORN to
before me this 14th day of
October, 2003




Notary Public

Mr. Edward R. Gower
Chief Counsel
Illinois Department of Transportation
2300 S. Dirksen Pkwy., Room 300
Springfield, IL 62764

Mr. Ken Marabella
Village Administrator
Village of Mundelein
440 E. Hawley Street
Mundelein, IL 60060

Mr. Robert Berry
Railroad Safety Specialist
Illinois Commerce Commission
527 E. Capital Avenue
Springfield, IL 62701

Mr. Dusty Powell
Division of Transportation
Lake County
600 W. Winchester Road
Libertyville, IL 60048/1381

Mr. Kevin Bowens
Village Administrator
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Mr. Michael S. Allison
Village Manager
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

Michael J. Barron, Jr.
Canadian National
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5317

PLEASE TAKE NOTICE that we have on this 14 day of October, 2003 mailed for filing with the Illinois Commerce Commission in the above captioned matter, the Village of Mundelein's Supplemental Petition for an Order Directing the Canadian National to Comply with the Stipulated Agreement, Dated March 19, 2001 and the Interim Order Entered April 25, 2001 and for Other Relief, a copy of which is hereby served upon you.

VILLAGE OF MUNDELEIN

By: Michael A. Flynn
Michael A. Flynn
Assistant Village Administrator
Village of Mundelein
440 East Hawley St.
Mundelein, IL 60060
(847) 949-3223

[S:\ENG.RE\RE27] (Revised 2/14/96)

License 5322-W

LICENSE

Subject to the terms and conditions hereinafter set forth, permission is hereby granted to Village of Mundelein, 440 East Hawley Street, Mundelein, Illinois, (hereinafter "LICENSEE") to enter upon the premises of WISCONSIN CENTRAL LTD. ("RAILROAD") located at

the right-of-way of RAILROAD at Mundelein, Lake County, Illinois (the "Premises");

for the purpose of maintaining an automated horn crossing warning system at Butterfield Road, Illinois Route 60, Allanson Road, Hawley Street, Park Street, Maple Street, Dunbar Road, Winchester Road and Peterson Road in/near the Village of Mundelein in accordance with attached plans (the "FACILITY") and for no other purpose whatsoever.

The permission hereby granted is subject to:

1. Existing leases, easements, licenses and permits heretofore granted by the RAILROAD or its predecessors in interest affecting the Premises.
2. Cancellation effective immediately upon LICENSEE's termination of maintenance responsibility for the FACILITY or upon their no longer being a need for maintenance of the FACILITY. Upon termination of this LICENSE, and if permitted by law or regulatory order, LICENSEE shall remove the FACILITY and restore the property of RAILROAD to a condition satisfactory to the RAILROAD, all at LICENSEE's costs.
3. All work or any operation shall be done in a good and workmanlike manner so as not to interfere with the tracks, operation of trains, communications and other facilities of the RAILROAD or railroad companies permitted by RAILROAD to use the right-of-way tracks or facilities of the RAILROAD (the "Other Users").
4. In the event the RAILROAD's Chief Engineer or his authorized representative determines that it will be necessary to furnish a flagger during the performance of the work hereinabove described, the LICENSEE agrees to reimburse the RAILROAD; as the case may be, for the expense of flagging incurred by the RAILROAD to conduct said work in accordance with the requirements of the Chief Engineer or his authorized representative of the RAILROAD.

5. No excavation closer than 25 feet to the track, and no vehicles to be closer than 25 feet to the track.
6. Existing slope of railroad bed should not be disturbed. All holes or depressions made in the Premises shall be filled and leveled by LICENSEE in a manner satisfactory to the RAILROAD's Chief Engineer or his authorized representative.
7. If it is necessary to remove any right-of-way fences to facilitate the performance of the work permitted hereunder, such fences shall be removed and restored by, and at the expense of, the LICENSEE. Any brush knocked down should be removed from railroad property.

Payments by the Licensee:

The RAILROAD shall not be responsible for any costs or expenses arising out of, or in any way related to, performance of the work. All such costs and expenses, including but not limited to, permit and license fees shall be paid by the LICENSEE.

Indemnification by Licensee:

1. To the extent permitted by law, LICENSEE agrees to RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE RAILROAD, its parent and affiliate companies, and each of their insurers, employees, officers, directors, agents, successors and any other railroad using the lines of RAILROAD (the "Released Parties") of and from any claims, liabilities, causes of action, damages or suits, including costs and attorney's fees, resulting from or in any way related to any injury to any of the LICENSEE's employees, agents, contractors or invitees (including any resulting death), or any loss or damage to the property of, or property under the control of, LICENSEE, its employees, agents, contractors or invitees, arising due to any physical condition, whether patent or latent, of RAILROAD's real or personal property. Indemnity obligations arising during the term of this License will survive the termination of the License.

For purposes of this indemnity, RAILROAD has NO DUTY to do any of the following:

- A. to warn or otherwise take reasonable steps to protect entrants from conditions on the premises that are known to entrants, are open and obvious, or can reasonably be expected to be discovered by the entrants;
- B. to warn of latent defects or dangers, or defects or dangers unknown to RAILROAD;
- C. to warn of any dangers resulting from misuse by entrants of the Premises or anything affixed to or located on the Premises;

- D. to protect entrants from their own misuse of the Premises or of anything affixed to or located on the Premises;
 - E. to inspect or police the Premises.
2. LICENSEE shall comply with all applicable ordinances, rules, regulations, requirements, and laws of any governmental authority having jurisdiction of environmental standards and conditions. If, in the conduct of LICENSEE's operations, LICENSEE shall violate any such ordinance, rule, regulation, requirement, or law, LICENSEE agrees to, and shall, protect, save harmless, defend, and indemnify to the extent permitted by law, the RAILROAD from and against any and all penalties, fines, costs, and expense (including reasonable attorney's fees and costs of defense) imposed upon or incurred by RAILROAD caused by, arising out of, resulting from, or in any way connected with such violation or violations. The liability of LICENSEE hereunder shall survive termination of this Agreement.
3. The LICENSEE assumes full responsibility for (a) determining the location and existence of any pipes, wires, conduits, sewers, piling, structures, or other obstructions to the work performed hereunder; and (b) all liability for loss or damage arising out of LICENSEE's failure to do so.

No Liens

The LICENSEE shall fully protect the Premises and the RAILROAD from and against all mechanic's and materialmen's liens accruing by reason of the work performed hereunder.

Insurance by LICENSEE

1. Railroad Protective Insurance-During Work

If LICENSEE shall use its own forces or shall employ a contractor for the maintenance of the FACILITY, then, before commencing, LICENSEE or their contractor, as the case may be, shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, RAILROAD:

- A. **Railroad Protective Insurance, with limits of not less than \$7,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$8,000,000 aggregate for the term of the policy with respect to Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The policy must name**

**WISCONSIN CENTRAL LTD.
Attn: Mark Gibson
P. O. Box 5062
Rosemont, IL 60017-5062
Reference Document No. 5322-W**

as the Named Insured, and shall provide for not less than ten (10) days prior written notice to RAILROAD of cancellation of, or any material change in, the policy.

2. General:

Before commencing work hereunder, and until this License shall be terminated, the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory and as approved by the RAILROAD, and shall furnish the RAILROAD with a Certificate of Insurance evidencing such coverage:

- A. Statutory Workers' Compensation and Employer's Liability Insurance.
- B. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- C. Comprehensive General Liability in an amount not less than \$7,000,000 combined single limit with an aggregate of \$8,000,000. The policy must name

Wisconsin Central Ltd.
Attn: M. E. Gibson, Mgr. Real Estate
P.O. Box 5062
Rosemont, IL 60017-5062
Reference Document No. 5322-W

as an additional insured and must not contain any exclusions related to doing business on, near or adjacent to railroad facilities.

- D. Errors and omissions insurance in an amount not less than \$1,000,000.

Upon request, the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change in, the policies.

Notwithstanding anything to the contrary herein, the parties agree that the LICENSEE's obligation to indemnify hereunder, if any, shall be limited to and not exceed the insured amount required by this Agreement.

RAILROAD reserves the right, upon request from LICENSEE, to amend these insurance requirements as appropriate provided RAILROAD's liability concerns are met. RAILROAD will memorialize such amendments in writing.

Notice to Railroad of Commencement of Work

The LICENSEE, or the LICENSEE's contractor, as the case may be, shall not commence any work without first giving not less than three (3) business days' prior notice to the

RAILROAD's Chief Engineer or his authorized representative at the RAILROAD's office located at Stevens Point, Wisconsin, Phone (715) 345-2511.

Survey Borings, etc.

The location and log of any borings made on the RAILROAD's property shall be kept by the LICENSEE and copies of such log and any survey made on the RAILROAD's property shall be furnished to the RAILROAD.

No Assignment

This License is personal to LICENSEE and may not be assigned except upon the written consent of RAILROAD. Any assignment without RAILROAD's consent is null and void and immediately terminates this License.

Breach


If LICENSEE breaches any part of this License, then, upon 5 days' notice, this License shall terminate and be of no future force and effect. Notice is deemed given when sent by regular 1st class mail to LICENSEE at the address shown on page 1.

The above terms and conditions are hereby accepted and agreed to.

WISCONSIN CENTRAL LTD.

By

Title


V.P. - Engr.

Dated:

4-3

20 01

By

Title


Mayor

Dated:

March 6

20 01

ATTACHED PLANS

A-1 TO A-9

EXHIBIT A-1 HAS TWO CROSSINGS ON IT, SO THERE IS NO A-2

VILLAGE OF MUNDELEIN, IL
AHS LOCATIONS
EXHIBIT "A"

<u>Location</u>	<u>DOT No.</u>	<u>Milepost</u>
Butterfield Road	689698N	CM 37.37
IL Rte 60	689699V	CM 37.50
Allanson Road	689701U	CM 38.65
Hawley Street	689703H	CM 39.80
Park Street	689704P	CM 39.94
IL Rte 176	689705W	CM 40.10
Dunbar Road	689707K	CM 40.85
Winchester Road	689709Y	CM 41.78
Peterson Road	689710G	CM 42.38

VILLAGE OF MUNDELEIN, IL
AHS MAINTENANCE AGREEMENT
EXHIBIT "B"

Railroad Controls Limited agrees to perform monthly inspections at nine (9) AHS locations in the Village of Mundelein, IL for the following fees:

Cost per month: \$ 630.00 plus flagging costs

1. Check for proper operation of AHS equipment once per month.
2. Perform preventive maintenance as per manufacturer's recommendations.
3. Respond to trouble calls within 48 hours of notification from the Village of Mundelein.

Additional Services and Fees if requested by the Village:

Advisory and consulting services to be performed at a fixed rate of \$95.00 per hour plus expenses.

Supervisory services to be performed at a fixed rate of \$70.00 per hour plus expenses.

Signal circuit plan drafting charges to be performed at a fixed rate of \$50.00 per hour plus supplies.

Services other than periodic monthly, quarterly, and annual maintenance inspections performed at a fixed rate of \$65.00 per hour plus expenses, including equipment rental, flagging, etc.

VILLAGE OF MUNDELEIN, IL
AHS LOCATIONS
EXHIBIT "A"

<u>Location</u>	<u>DOT No.</u>	<u>Milepost</u>
Butterfield Road	689698N	CM 37.37
IL Rte 60	689699V	CM 37.50
Allanson Road	689701U	CM 38.65
Hawley Street	689703H	CM 39.80
Park Street	689704P	CM 39.94
IL Rte 176	689705W	CM 40.10
Dunbar Road	689707K	CM 40.85
Winchester Road	689709Y	CM 41.78
Peterson Road	689710G	CM 42.38

**VILLAGE OF MUNDELEIN, IL
AHS MAINTENANCE AGREEMENT
EXHIBIT "B"**

Railroad Controls Limited agrees to perform monthly inspections at nine (9) AHS locations in the Village of Mundelein, IL for the following fees:

Cost per month: \$ 630.00 plus flagging costs

1. Check for proper operation of AHS equipment once per month.
2. Perform preventive maintenance as per manufacturer's recommendations.
3. Respond to trouble calls within 48 hours of notification from the Village of Mundelein.

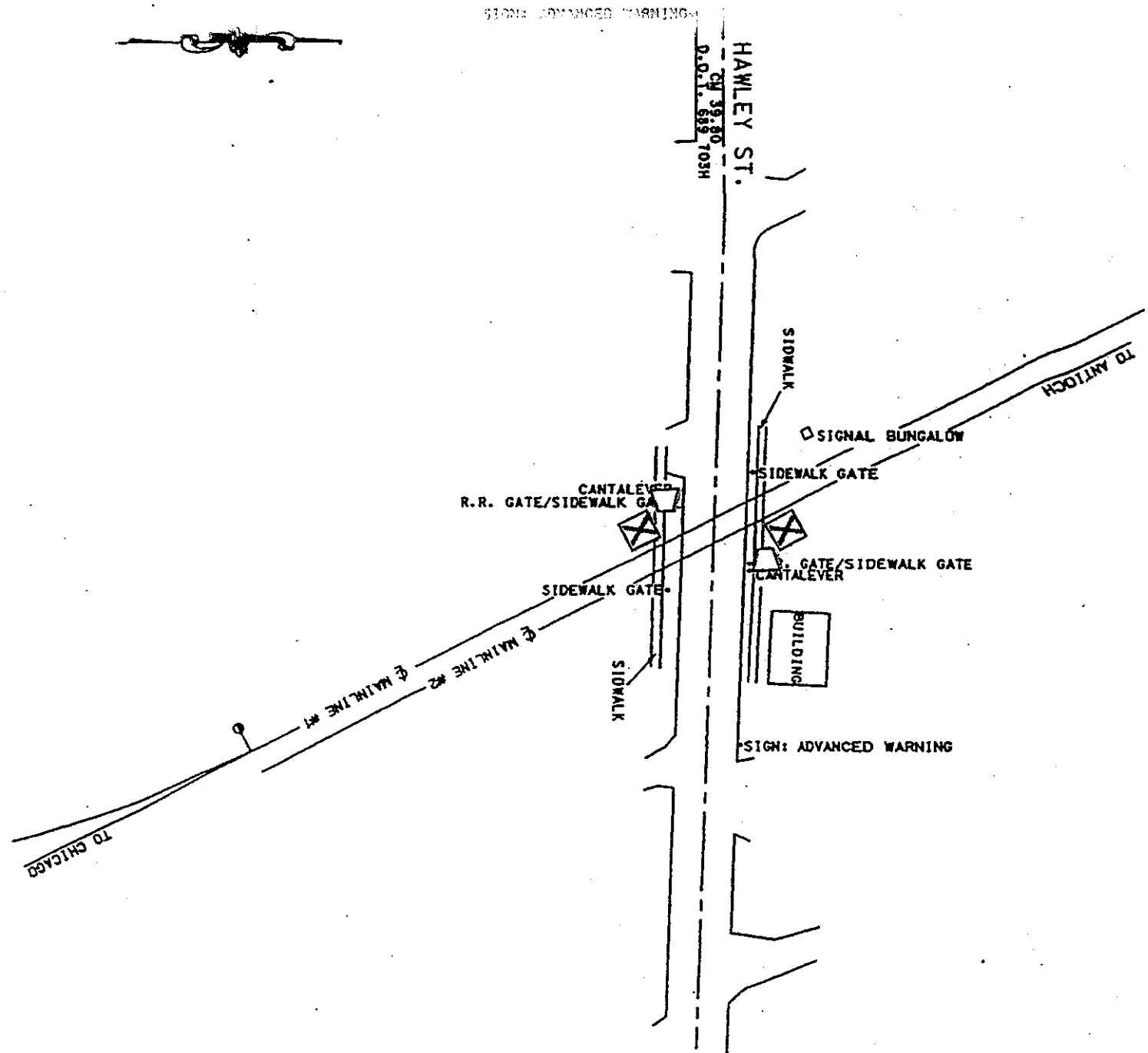
Additional Services and Fees if requested by the Village:


Advisory and consulting services to be performed at a fixed rate of \$95.00 per hour plus expenses.

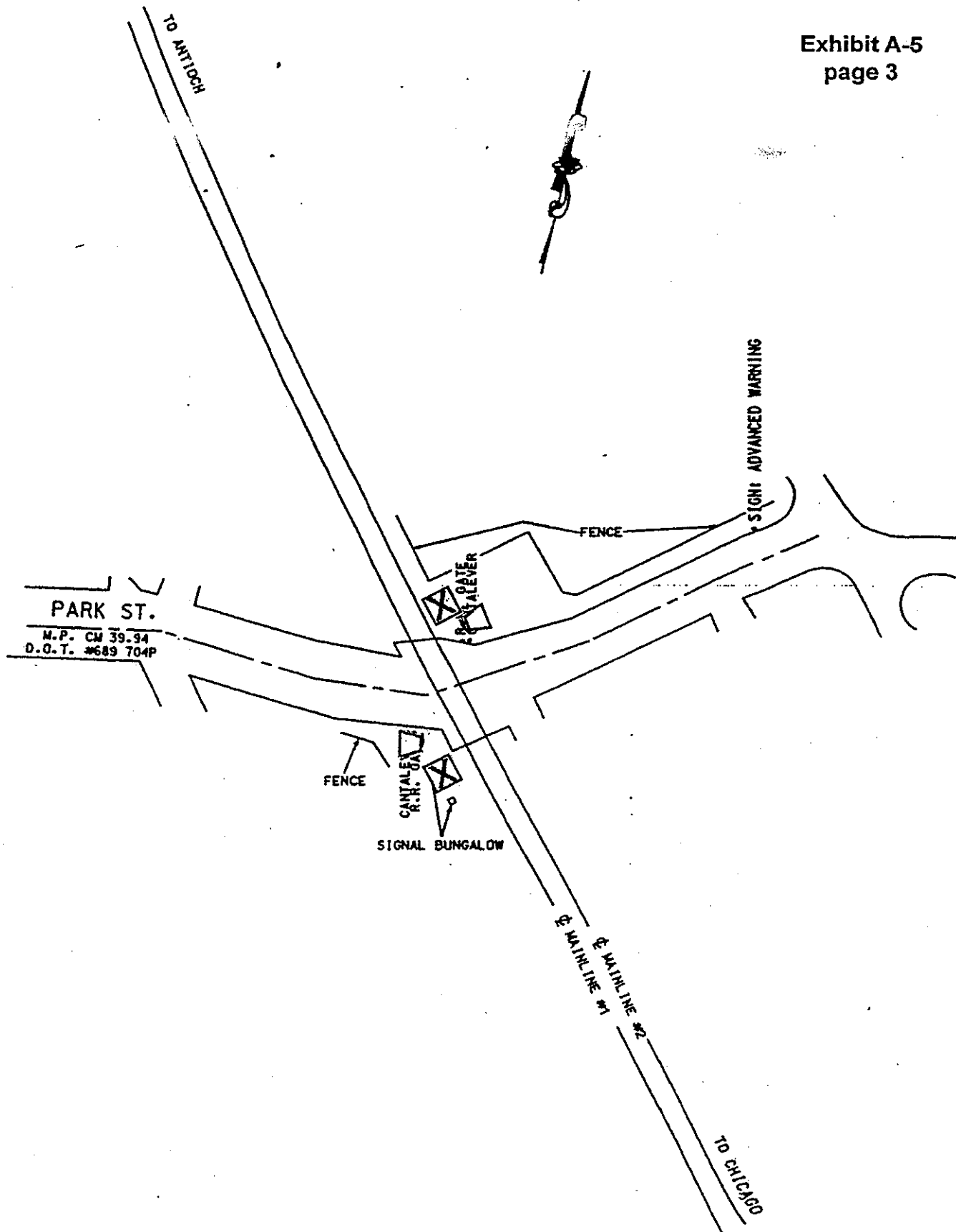
Supervisory services to be performed at a fixed rate of \$70.00 per hour plus expenses.


Signal circuit plan drafting charges to be performed at a fixed rate of \$50.00 per hour plus supplies.

Services other than periodic monthly, quarterly, and annual maintenance inspections performed at a fixed rate of \$65.00 per hour plus expenses, including equipment rental, flagging, etc.

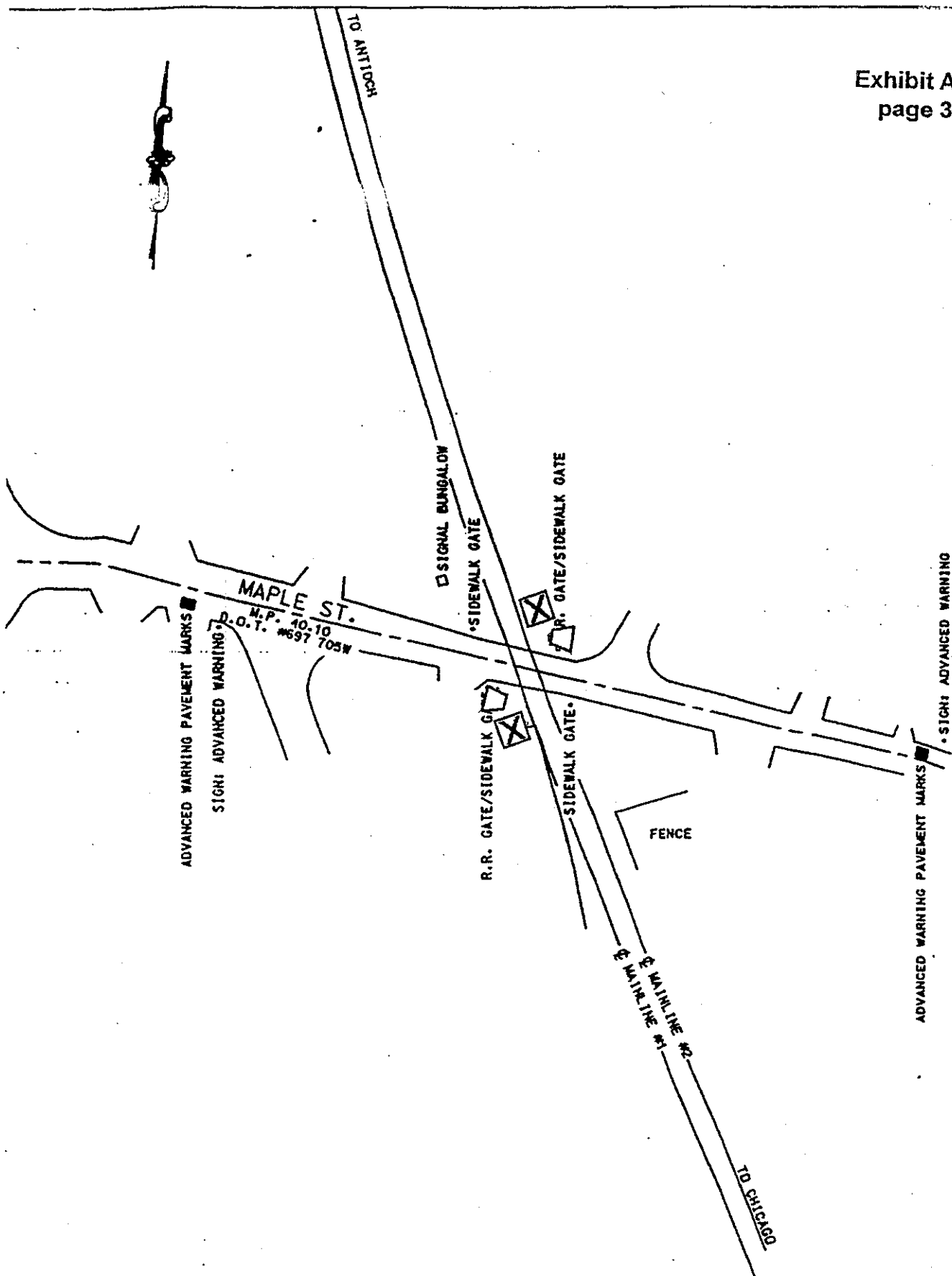



PROJECT: PROPOSED CROSSING FOR DIRECTIONAL HORNS LOCATION: (Station, Line Segment, Mile Post) MUNDELEIN, IL. (HAWLEY ST.)	 ENGINEERING DEPARTMENT 1625 DEPOT STREET STEVENS POINT, WI 54481 PHONE: (715) 345-2500 FAX: (715) 345-2507	REVISED BY: _____ DATE: _____	<input type="checkbox"/> PRELIMINARY PLAN - SURVEY REQUIRED <input type="checkbox"/> PRELIMINARY PLAN - SURVEY COMPLETED <input checked="" type="checkbox"/> FINAL PLAN
		WORK ORDER: 75-081-19 SCALE: 1" = 100' DRAWN BY: JHK DATE: 10/26/99	
FILE LOCATION: DRAWING/BLANKS 3-000-0001-00			

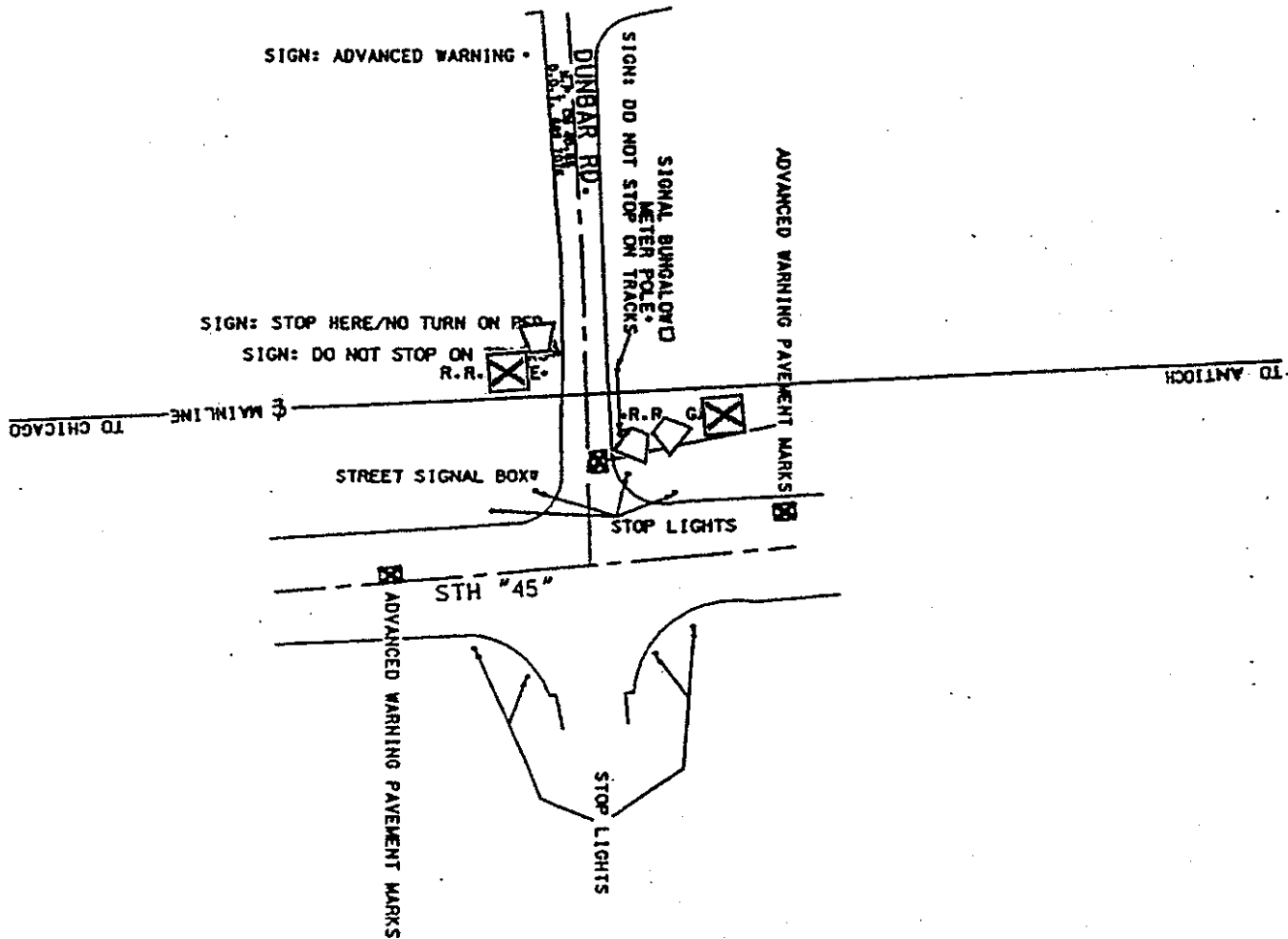



PROJECT: PROPOSED CROSSING FOR DIRECTIONAL HORNS LOCATION: (Station: 11th Segment, Mile Post) MUNDELEIN, IL. (PARK ST.)	 ENGINEERING DEPARTMENT 1625 DEPOT STREET STEVENS POINT, WI 54481 PHONE: (715) 345-2500 FAX: (715) 345-2507	REVISED BY: _____ DATE: _____	<input type="checkbox"/> PRELIMINARY PLAN - SURVEY REQUIRED <input type="checkbox"/> PRELIMINARY PLAN - SURVEY COMPLETED <input checked="" type="checkbox"/> FINAL PLAN
		WORK ORDER: 75-080-19 DRAWN BY: JHK	SCALE: 1" = 100' DATE: 10/26/99
FILE LOCATION: F:\MUNDELEIN\75-080-19\75-080-19.DWG			

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60



CT: PROPOSED CROSSING FOR DIRECTIONAL HORNS	 ENGINEERING DEPARTMENT 1625 DEPOT STREET STEVENS POINT, WI 54481 PHONE: (715) 345-2500 FAX: (715) 345-2507	REVISED BY: _____ DATE: _____ _____ _____ _____	<input type="checkbox"/> PRELIMINARY PLAN - SURVEY REQUIRED <input type="checkbox"/> PRELIMINARY PLAN - SURVEY COMPLETED <input type="checkbox"/> FINAL PLAN WORK ORDER: 75-079-19 SCALE: 1" = 100' DRAWN BY: JHR DATE: 10/26/93 FILE LOCATION: 9/93/RAILROADS 3-000/RAIL-005
ION: (Station - Mile Segment - Mile Post) MUNDELEIN, IL. (MAPLE ST.)		1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60.	



JECT: PROPOSED CROSSING FOR DIRECTIONAL HORNS	 ENGINEERING DEPARTMENT 1625 DEPOT STREET STEVENS POINT, WI 54481 PHONE: (715) 345-2508 FAX: (715) 345-2507	REVISED BY: _____ DATE: _____ _____ _____ _____ FILE LOCATION: I:\PROJECTS\STP\STP-POLICE\STP-POLICE.DWG	<input type="checkbox"/> PRELIMINARY PLAN - SURVEY REQUIRED <input type="checkbox"/> PRELIMINARY PLAN - SURVEY COMPLETED <input checked="" type="checkbox"/> FINAL PLAN WORK ORDER: 75-078-19 SCALE: 1" = 100' DRAWN BY: JHK DATE: 10/25/93
ATION: (Street Name Segment, Mile Post) MUNDELEIN, IL. (DUNBAR RD.)			